

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

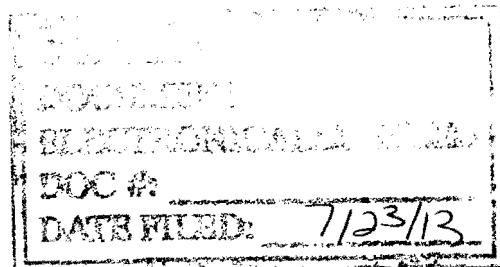
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IN RE: METHYL TERTIARY BUTYL  
ETHER ("MTBE") PRODUCTS  
LIABILITY LITIGATION

: Master File No. 1:00-1898  
: MDL 1358 (SAS)  
: M21-88

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This document relates to:

*City of Fresno v. Chevron U.S.A., Inc.,*  
*et al.*, 04 Civ. 04973 (SAS)



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**ORDER GRANTING DEFENDANT LYONDELL CHEMICAL  
COMPANY'S MOTION FOR GOOD FAITH SETTLEMENT  
DETERMINATION**

Having considered the Motion for Good Faith Settlement Determination (the "Motion") of Defendant Lyondell Chemical Company, individually and as successor-in-interest to the Delaware corporation known as ARCO Chemical Company (collectively, "Lyondell"), the supporting Memorandum of Law, the accompanying Declaration of John J. DiChello and its exhibits, as well as all other pleadings, filings, and proceedings in this action, I find that:

1. The settlement entered into between Plaintiff City of Fresno ("Plaintiff") and Lyondell (the "Settlement Agreement") is a good faith settlement within the meaning of California Code of Civil Procedure §§ 877 and 877.6 and case law

interpreting those sections, including *Tech-Bilt, Inc. v. Woodward-Clyde & Assoc.*, 38 Cal. 3d 488 (1985).

2. Pursuant to the briefing schedule set by the Court on June 28, 2013 (Doc. No. 224), any opposition to the Motion was due by July 12, 2013. That deadline has passed without objection to the Motion, and there has been no indication that any party otherwise opposes the Motion.
3. The negotiation of the Settlement Agreement between Plaintiff and Lyondell were conducted fairly, in good faith, and at arm's length. There is no evidence of bad faith, fraud, collusion, or any intent to impact unfairly or injure the rights or interests of other Defendants, former Defendants, prior settling Defendants, or others.

Based on these findings, I hereby **ORDER** that the Motion is **GRANTED**. Pursuant to California Code of Civil Procedure § 877.6(c), this good faith determination shall bar any and all further claims by any person, including, but not limited to, any Defendant, former Defendant, prior settling Defendant, cross-complainant, and/or former cross-complainant, against Lyondell and the "Released Parties," as that term is defined by the Settlement Agreement, for equitable comparative contribution, or partial or comparative indemnity, based on comparative negligence or comparative fault. The Clerk of the Court is directed to close the motion (Doc. No. 221).

SO ORDERED:



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Shira A. Scheindlin

Dated: New York, New York  
July 22, 2013